

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI DENTAL BOARD
AND ARRASH AHMADNIA, D.D.S.**

COME NOW Arrash Ahmadnia, D.D.S. ("Licensee"), and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

1. Pursuant to the terms of § 536.060, RSMo., the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

2. Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him; and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to him.

3. Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes were violated.

4. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

5. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

6. Licensee, together with his heirs and assigns, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, his attorney from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo., or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

7. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri, 65101.

8. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth below shall go into effect. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

9. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 2006012741, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

Joint Stipulation of Facts and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee, Arrash Ahmadnia, D.D.S., is licensed by the Board as a dentist, License No. 2006012741. Licensee's Missouri license is current and active.

3. Licensee has provided and continues to provide services which require a license from the Board to practice dentistry.

4. Licensee practiced dentistry at various locations and under various business names, including Ozarks Family Dentistry, Family Dental Clinic, Access Dental and Dentures, Thayer Dental Clinic, Rolla Dental Clinic, Osage Beach Family Dentistry, and Springfield Dental Clinic.

5. At all times relevant, all of Licensee's dental practices were owned by and operated under Ozarks Family Dentistry, LLC (the "LLC").

6. The name of the LLC was changed to Access Dental & Dentures, LLC, on May 27, 2014.

7. At all times relevant, Licensee was the sole owner of the LLC and was responsible for the business practices of the LLC.

8. Licensee employed other individuals licensed by the Board to provide dental services on behalf of his LLC; and Licensee employed other individuals to perform billing, secretarial, and other functions on behalf of his LLC.

9. RSMo. §332.321.2, (4), (5), (6), (13), (16), (17), and 332.321.3 provides that the Board may cause a complaint to be filed with the Commission against any holder of any permit or license required by Chapter 332 for any one or combination of the grounds set forth therein.

10. On February 6, 2014, the Board was made aware of a settlement agreement entered into by and between Licensee, Ozarks Family Dentistry, LLC, and the State of Missouri, acting through the Missouri Attorney General's Office, Medicaid Fraud Control Unit (the "MFCU Agreement").

11. On February 11, 2014, a complaint was filed with the Board regarding Licensee's execution of the MFCU Agreement.

12. RSMo. §332.051.2 provides that investigators employed by the Board shall, among other duties, have the power in the name of the Board to investigate alleged violations of Chapter 332, including the right to inspect any person licensed to practice dentistry.

13. As part of its investigation of Licensee, the Board's investigator visited the Springfield Dental Clinic, the practice location of Licensee, on July 1, 2014, and interviewed Licensee regarding various topics, including Licensee's education, training, and dental services, and the allegations contained in the MFCU Agreement.

14. The Board, through its investigator, received and reviewed the records of the Licensees' patients and learned of:

- a. Billing discrepancies regarding preventative resin restoration ("PRR") procedure.
- b. Licensee billed for services using an all inclusive code for reimbursement for restorations on four or more surfaces of a tooth, and then billed for an additional restoration on that tooth.
- c. Licensee billed using the same tooth number twice, indicating a different surface for each billing, resulting in unauthorized higher reimbursement.

15. Licensee stated to the Board that the inappropriate billing described in paragraph 14 above was done due to miscommunication within his office.

16. The Board, acting through its investigator, also conducted an infection control inspection and attempted to conduct a continuing education audit of Licensee.

17. The guidelines of the Centers for Disease Control and Prevention ("CDC") provide that correct functioning of sterilization cycles should be verified for each sterilizer by the periodic (at least weekly) use of biological monitoring, also known as spore testing.

18. As a result of the infection control inspection conducted on July 1, 2014, it was discovered that Licensee was not conducting weekly spore testing.

19. The actions of Licensee, as described in paragraphs 14-15 above, constitute violation of RSMo. §332.321.2(4), (5), (6), (13), (16), and (17).

20. Based on the Board's investigation and the Licensee's dental services and billing practices as described above, cause exists for the Board to take disciplinary action against Licensee pursuant to RSMo. §332.321.2(4), (5), (6), (13), (16), and (17).

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo.:

The terms of discipline shall include that the dental license, license number 2006012741, be placed on **PROBATION** for a period of two (2) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo., provided he adheres to all of the terms of his Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall take and pass the Board's jurisprudence examination within the first twelve (12) months of the effective date of this Agreement.

II. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.

E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

G. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

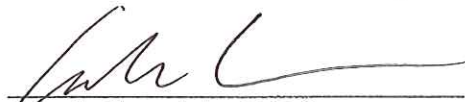
H. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

LICENSEE:


Arrash Ahmadnia, D.D.S.

Dated: 12/14/16

BOARD:


Brian Barnett, Executive Director
Missouri Dental Board

Dated: 12/19/2016